GOVERNMENT OF INDIA DEPARTMENT OF SPACE VIKRAM SARABHAI SPACE CENTRE (VSSC) THIRUVANANTHAPURAM

Tender for High Power Electronic Load -6000W

Bids to be submitted online

Tender No.: VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202400565801 dated 11-11-2024

A. Tender Details

Tender No :

Tender Date :

PURCHASE)/VS202400565801

VSSC/PURCHASE UNIT I (MAIN

ate : 11-11-2024

Tender Classification: GOODS

Purchase Entity :

PURCHASE UNIT I (MAIN PURCHASE)

Centre :

VIKRAM SARABHAI SPACE CENTRE (VSSC)

High Power Electronic Load -6000W

This is the tender for the procurement of High Power Electronic Load -6000W.

PLEASE NOTE THE FOLLOWING WHILE SUBMITTING YOUR OFFER:-

1) Last minute clarification on tenders will not be entertained.

 This is an E Tender. Hence Postal/Fax/Email tenders will not be accepted. Offer shall be submitted through our E-procurement portal.

3) Before submission of bid, the bidder should study all the terms and conditions mentioned in the tender document along with the files attached with the tender.

4) MSME preference is applicable only against the claim of a manufacturer and on production of documentary evidence by the manufacturer for the registration for the particular item under MSME.

5) For any clarifications regarding this tender, your query should be sent to pso2_main_pur@vssc.gov.in Ph: 0471 2563523 clearly mentioning the tender number, within the time period specified in the tender.

6) Read the clauses regarding Make In India-Purchase Preference Policy, which is mentioned in the Tender Documents. Give the necessary compliance in the relevant field in the Vendor Specified Terms.

7) Foreign vendors/Non-Local Supplier are not permitted to quote.

9) Only Class-I and Class-II Local suppliers as per Make in India Policy are eligible to participate in the bid.

10) The percentage of local content should be specifically mentioned in your offer as per the Make In India Local Content declaration format, as provided in the tender document.

11) Preference will be given to Class-I Local Supplier. No Purchase preference will be applicable for Class-II Local Supplier.

A.1 Tender Schedule

Bid Submission Start Date :	11-11-2024 17:23
Bid Clarification Due Date :	22-11-2024 10:00
Bid Submission Due Date :	02-12-2024 14:00
Bid Opening Date :	02-12-2024 14:01

B. Tender Attachments

Technical Write-up/Drawings

Document : Specification

Instructions To Vendors

2. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

1. 1. As per the Rule 144(xi) of General Financial Rule, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal Trade (DPIIT).

2. 2. Hence, Vendors or Agents of a Vendor (Indian or others) from a country sharing border with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India along with the tender mandatorily, without which the offer will be treated as invalid.

3. 3. Model Certificate for Tenders : "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered". Please submit this declaration duly signed and stamped by your Authorized signatory in your Company/OEM's Letter head.

4. 4. Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of order.

5. 5. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.

3. PPP Make in India(Non- Divisible Items-Class I & II Local Suppliers Only)

1. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.

2. a) The subject item falls under Non-divisible category. b) The offers sought only from Class-I & Class-II local suppliers

3. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: i. Equal to or more than 50%: Class-I local supplier. ii. More than 20% but less than 50%: Class-II local supplier. iii. Less than or equal to 20%: Non-local supplier.

4. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.

5. In case of a complaint received from any local supplier indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs. 5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

6. In cases the quoted price is in excess of Rs.1000 Lakhs (including duties, taxes and freight & Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.

7. In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India from time to time with a view to support the Indian industries, ISRO has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Class-I Local Supplier" for the goods/ services/ works covered in this tender, subject to the following terms & conditions:-

8. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).

9. 'Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.

10. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).

11. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services:

a)If L1 is from a 'Class-I local supplier, the contract will be awarded to L1 bidder.

b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

12. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content [as per SI. No.(3)] as called for in the tender and provide the percentage of local content along with details of the location(s) at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC(minimum Local Content) in technical bid zone.

13. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.

14. The margin of Purchase Preference shall be up to 20%.

15. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if ISRO or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. Please note this point.

16. Works means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'. Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

4. Format for Self Certification under Preference to MAKE IN INDIA Policy

1. 1. In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify

that we M/s. _____(supplier name) are local supplier meeting the requirement of minimum percentage of Local content _____ (class I/Class II) as defined in above orders for the materials against Tender No. _____

2. 2. Details of locations at which local value addition will be made is as follows: ------

3. 3. We also understand, false declarations will be in breach of the Code in Integrity under Rule 175(1)
(i) (h) of the General Financial Rule for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

4. 4. Seal and Signature of Authorized Signatory.

5. PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS AND CONDITIONS OF TENDER

1. a All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

b Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of nonacceptance of tender, the tenderer will have to remove the samples at his own expense.

c Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

d Specifications Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make and Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

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3. ACCEPTANCE OF STORES

a The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractors own risk, expense and cost.

b It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

c If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

d If the whole or any part of the stores supplied are rejected in accordance with Clause No. c above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

4. Arbitration

In the event of any disputes, differences or claims arising out of or relating to the interpretation and application of the Contract, such disputes or differences or claims shall be settled amicably by mutual consultations of the good Offices of the respective Parties and recognizing their mutual interests attempt to reach a solution satisfactory to both the parties. If such a resolution is not possible, within 30 days from the date of receipt of written notice of the existence of such disputes, then the unresolved disputes or differences or claims shall be referred to the Sole Arbitrator appointed by the Parties by mutual consent in accordance with the rules and procedures of Arbitration and Conciliation Amendment Act 2015 as amended from time to time. The arbitration shall be conducted in Bengaluru in the Arbitration and Conciliation Centre Bengaluru, Domestic and International, as per its rules and regulations. The expenses for the Arbitration shall be shared equally or as may be determined by the Arbitrator. The considered and written decision of the Arbitrator shall be final and binding between the Parties. The applicable language for Arbitration shall be English only. Work under the Contract shall be continued by the CONTRACTOR during the pendency of arbitration proceedings, without prejudice to a final adjustment in accordance with the decision of the Arbitrator unless otherwise directed in writing by the DEPARTMENT or unless the matter is such that the works cannot be possibly continued until the decision whether final or interim of the Arbitrator is obtained.

5. As a Government of India Department, this office is exempted from payment of Octroi and similar

local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

6. a Your offer should be valid for 90 days from the date of opening of the tender. b Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

7. c The term Purchase Order shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

8. DESPATCH The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt or Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on said to contain basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

9. Force Majeure

Neither the Purchaser nor the Contractor shall be considered default of the performance of their obligations under this contract if such performance is prevented or delayed for any causes beyond the reasonable control of the parties to the contract affected, such as Acts of God, war, riots, civil commotion, illegal strikes, legal lockouts, epidemics, fire accidents, floods, earthquakes, proclamation or regulation or ordinance of any Government thereof, provided notice in writing of any such cause with necessary proof that the obligation under the contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event. As soon as the cause of force majeure has ceased to exist, the party whose ability to perform his obligation has been affected shall notify the other party of the actual delay that has occurred due to such force majeure conditions.

10. FOREIGN VENDORS ARE NOT PERMITTED TO QUOTE

a.Only Class I and Class II Local suppliers as per Make in India Policy are eligible to participate in the bid in line with Public Procurement (Preference to Make in India) Order, 2017 dtd 19.07.2024 and its amendments.

b. The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected.

c.Preference will be given to Class I Local supplier and in their absence, Class II Local supplier will be considered.

11. GUARANTEE AND REPLACEMENT

a The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

b For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

c If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

d Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

e The decision of the Purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or any other period or as to whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

f To fulfill guarantee conditions outilined in a to e above, the Contractor shall, at the option of the Purchaser, furnish a Bank Guarantee as prescribed by the Purchaser

12. Liquidated Damages

The Delivery Date mentioning in the Contract or Order will be the essence of the Contract. You shall strictly adhere to the delivery schedule mentioned in your quotation. Please confirm acceptance of LD clause and that you will strictly adhere to the delivery schedule.

13. PACKING FORWARDING AND INSURANCE The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

14. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination or delivery at site.

15. PRICES Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

16. REJECTED STORES

Rejected stores will remain at destination at the Contractors risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractors address at the Contractors entire risk and expense, freight being payable by the Contractor at actuals.

17. Sales Tax and or other duties or levies legally leviable and intended to be claimed should be mentioned in the price bid template. If nothing is mentioned, then it will be presumed that the rate quoted is inclusive of all taxes and duties.

18. SECURITY DEPOSIT Wherever, the Purchase Order value is Rs. 5.00 Lakhs or more, on acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding three percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, Security and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the repurchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause ii and iii of clause regarding Delivery. b hereof and or to recover from the Contractor, damages arising from such cancellation.

19. TERMS AND CONDITIONS OF TENDER

20. TEST CERTIFICATE Wherever required, test certificates should be sent along with the despatch documents.

21. The authority of the person signing the tender, if called for, should be produced.

22. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25percent of the quantity offered by them at the rates quoted.

23. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

24. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income Tax clearance certificate duly countersigned by the Income Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

25. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of Stores is placed and shall be deemed to include the Contractors successors,

representative, heirs, executors and administrators unless excluded by the Contract.

26. The term Purchaser shall mean the President of India or his successors or assigns.

27. The term Stores shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.

28. GeM Seller Registration:

All vendors shall register themselves in GeM Portal (gem.gov.in) and provide GeM Seller unique ID in the tender documents.

C. Bid Templates

C.1 Technical Bid - High Power Electronic Load -6000W

1. High Power Electronic Load 6000W (600V/420A), (Desktop type, maximum weight shall not more than 40kg).

Item specifications for High Power Electronic Load

SI No	Specification	Value		Offered Specification	Remark
1	High Power Electronic Load		-		

Supporting Documents required from Vendor

- 1. Any other information
- 2. Any other information
- 3. Brochures of the offered Item
- 4. Datasheets
- 5. Datasheets
- 6. Datasheets
- 7. Brochures of the offered Item

8. Price bid form

5 additional documents can be uploaded by the vendor

C.2 Commercial Terms / Bid

I. No.	Description	Compliance	Vendor Terms
1	Warranty: Minimum 2 years required	Yes / No / Explain	
2	OEM authorization certificate shall be produced along with bid submission	Yes / No / Explain	
3	Party should provide address of Local Service	Yes / No / Explain	
4	Taxes and other costs,	Yes / No / Explain	
5	Security Deposit (Applicable if Offer Value is Rs. 5 Lakhs or above. MSME/NSIC Units are NOT EXEMPTED from the payment of SD. Bank Guarantee @ 3% of Order Value valid till 60 days from the date of supply to be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indenity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited).	Yes / No / Explain	
6	Delivery Terms.	Yes / No / Explain	
7	Delivery Period	Yes / No / Explain	
8	Liquidated Damages (Applicable beyond the delivery period mentioned in this tender @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value. Mandatory compliance required).	Yes / No / Explain	
9	Warranty	Yes / No / Explain	
10	Performance Bank Guarantee (PBG) Bank Guarantee @ 3% of Order Value valid till the completion of warranty period plus 2 months claim period to be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of warranty obligations, PBG will be forfeited).	Yes / No / Explain	

11	Payment Term: (Our Default payment term: For indigenous orders: 100% within 30 days after receipt and acceptance of item at our site. NOTE: CONSEQUENT TO COVID 19 PANDEMIC AND AS PER EXTANT GUIDELINES FROM DEPARTMENT OF SPACE, NO ADVANCE PAYMENT IS PAYABLE TO THIS TENDER).	Yes / No / Explain	
12	Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a)Equal to or more than 50% : Class-I local supplier. b)More than 20% but less than 50% : Class-II local supplier. c)Less than or equal to 20% : Non- local supplier. Mention your category.	Yes / No / Explain	
13	Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. Indicate extent of Minimum Local Content in offered product/service and location of such value additions.	Yes / No / Explain	
14	The Class-I & II local supplier should provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two part tenders, it is mandatory to indicate compliance to MLC(minimum local content) in technical bid itself.Confirm attachment of Self declaration along with the offer.		
15	PO Placement Address (with Name and Contact Details of sales person concerned).	Yes / No / Explain	

16	Please comply the clause: Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA. Please submit the signed declaration in your letter head stating that : "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered".	Yes / No / Explain	
17	Offer Validity	Yes / No / Explain	
18	Any other terms	-	

C.3 Price Bid

SI. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	High Power Electronic Load 6000W (600V/420A), (Desktop type, maximum weight shall not more than 40kg).	2.00 Nos.		-		

Common charges (Applicable for all items)

Freight charge	
P&F Charges	